

**NOTICE OF CLASS ACTION SETTLEMENT**

To: &lt;&lt;FullName&gt;&gt;

You are receiving this Notice because you were employed as a current or former hourly Corizon Correctional Nurses in Missouri from October 15, 2014, through the final disposition of this matter, who have pay periods when you did not record more than forty hours in a seven day period, and worked at one of the following locations:

- Boonville Correctional Center
- Chillicothe Correctional Center
- Cremer Therapeutic Community Center
- Fulton Reception & Diagnostic Center
- Jefferson City Correctional Center
- Kansas City Reentry Center
- Maryville Treatment Center
- Missouri Eastern Correctional Center
- Moberly Correctional Center
- Northeast Correctional Center
- Ozark Correctional Center
- Potosi Correctional Center
- South Central Correctional Center
- Southeast Correctional Center
- St. Louis City Criminal Justice Center
- St. Louis City MSI
- Tipton Correctional Center
- Transition Center St. Louis
- Western Missouri Correctional Center
- Western Reception Diagnostic and Correctional Center
- Crossroads Correctional Center

**You are eligible to file a claim for a settlement payment in connection within the action titled *Fritz, et al. v. Corizon, Inc. et al., Case No. 6:19-CV-3365-SRB*, in the United States District Court for the Western District of Missouri, Southern Division (the “Lawsuit”).**

**YOUR ESTIMATED GROSS SETTLEMENT AMOUNT: <<TotalAmount>>**

**THIS NOTICE AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.**

*This is not a solicitation from a lawyer. A Court has authorized this Notice.*

**YOU MUST MAKE YOUR DECISION ON OR BEFORE MAY 9, 2022.**

As used in this notice, “Corizon” means Defendants Corizon Health, Inc. and Corizon, LLC on behalf of themselves, their parent(s), affiliates, divisions, subsidiaries, predecessors and successors, and related business entities, including, but not limited to, any and all Corizon-related entities and their officers, directors, shareholders, employees, representatives, corporate parents, corporate siblings, subsidiaries, predecessors, successors, affiliates thereof, and related entities (“Corizon” or the “Defendants”).

You May:	Effect of Choosing the Option:	Due Date:
<i>Submit the Attached Claim Form</i>	<ul style="list-style-type: none"> <li>• You will receive the gross amount of approximately &lt;&lt;TotalAmount&gt;&gt;. The amount of this payment is based on calculations using your individual time and payroll records within the relevant period. You will release state law claims (outlined in Question 10 of this Notice) against Corizon and be bound by the terms the Settlement.</li> <li>• You will give up the right to sue Corizon for your state law claims.</li> <li>• Your Claim Form may be submitted online at <a href="http://www.corizonhealthsettlement.com">www.corizonhealthsettlement.com</a> or by mail.</li> </ul>	<u><i>The Claim Form must be digitally signed or mailed to the Settlement Administrator by no later than May 9, 2022</i></u>

QUESTIONS? VISIT [www.corizonhealthsettlement.com](http://www.corizonhealthsettlement.com) OR CALL 1-888-281-3974

<b><i>Do Nothing</i></b>	<ul style="list-style-type: none"> <li>You will not receive a payment pursuant to the Settlement.</li> <li>You will release your state law claims (outlined in Question 10 of this Notice) and be bound by the terms of the Settlement.</li> <li>You will give up your right to sue Corizon for your state law claims.</li> <li>If applicable, you will preserve your FLSA claims against Corizon (outlined in Question 10 of this Notice).</li> </ul>	<b><u><i>None. You do not need to do anything. But you will release your state law claims.</i></u></b>
<b><i>Exclude Yourself from the Settlement</i></b>	<ul style="list-style-type: none"> <li>You can choose to opt out of the Settlement and retain any legal rights you may have against Corizon.</li> <li>To exclude yourself from the Settlement, you <b>must</b> submit or return a signed exclusion request.</li> <li>If you exclude yourself, you will not receive payment under the Settlement.</li> </ul>	<b><u><i>The Exclusion Request must be submitted to the Settlement Administrator no later than May 9, 2022</i></u></b>
<b><i>File Objection</i></b>	<ul style="list-style-type: none"> <li>If you do not exclude yourself from the Settlement, you may write to the Court explaining why you disagree with the Settlement or speak with the Court at a final fairness hearing about the fairness of the Settlement. In advance of the final fairness hearing, you must send written notice of your desire to speak with the Court.</li> </ul>	<b><u><i>The Objection must be filed with the Court and sent to Class Counsel and Corizon's counsel no later than May 9, 2022</i></u></b>

## 1. INTRODUCTION

The purpose of this Notice is to inform you: (i) of the existence of a settlement between Plaintiffs and Defendants Corizon Health, Inc. and Corizon, LLC (collectively, “Corizon”) of a lawsuit alleging Corizon failed to pay Correctional Nurses who performed pre- and post-shift security related activities under Missouri and federal law, (ii) that you may be entitled to a payment under the Settlement, (iii) of your legal rights and options under the Settlement, and (iv) about the procedure for participating in the Settlement. You have been sent this Notice because employment data provided by Corizon indicates you (i) worked as an hourly, non-exempt Correctional Nurse at one or more certain correctional facilities in Missouri, and (ii) did not record more than forty hours in a seven day period, within the relevant time period.

## 2. DESCRIPTION OF THE LAWSUIT

In 2019, the Lawsuit was filed in federal court in Missouri alleging Correctional Nurses may not have been properly paid for all time worked. The lawsuit alleges certain Corizon pay practices violated the FLSA and Missouri state law. The Lawsuit is pending before the Honorable Stephen R. Bough in the United States District Court for the Western District of Missouri, Southern Division under the title Fritz, et al. v. Corizon, Inc. et al., Case No. 6:19-CV-3365-SRB.

Corizon has denied, and continues denying, all of the allegations in the Lawsuit and denies it violated the FLSA or Missouri law. Corizon maintains Correctional Nurses were properly paid for their hours worked. The Court has not decided who is right and who is wrong, or weighed the arguments of either side. The parties, however, agreed to a settlement.

You are eligible to receive a settlement payment in exchange for a release of your claims as alleged in the Lawsuit.

### 3. WHO IS INCLUDED IN THE SETTLEMENT?

The Court certified a FLSA collective action and a Missouri class action.

**FLSA Collective:** Any individual who (a) is, or was, employed by Corizon as an hourly, non-exempt nurse and worked more than 40 hours in a workweek (i.e., from Sunday at midnight through Saturday at 11:59 p.m.) on an hourly, or non-exempt basis between October 15, 2016 through the present, and (b) performed pre- and post-shift activity for which they were not paid because their time clock was not near (i.e., within 25 feet) of the facility's entrance/exit. Nationwide notice was sent and 949 individuals joined the FLSA collective. Those 949 individuals make up the FLSA Collective.

**Missouri Class:** The Court also certified a Missouri class action consisting of current and former hourly correctional Nurses in Missouri from October 15, 2014 through the final disposition of this matter, who have pay periods where they did not record more than forty (40) hours in a seven day period, and worked at one of the following locations:

- Boonville Correctional Center
- Chillicothe Correctional Center
- Cremer Therapeutic Community Center
- Fulton Reception & Diagnostic Center
- Jefferson City Correctional Center
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### 4. SUMMARY OF THE SETTLEMENT

To settle this case, Corizon agreed to pay a total of \$550,000.00 ("Gross Settlement Fund"), which is intended to include claims for alleged unpaid wages, liquidated damages, penalties, interest, costs, attorneys' fees, and taxes. If you choose to participate in this settlement, you will receive the approximate gross amount listed on page 1, **before taxes**.

### 5. YOUR SETTLEMENT AMOUNT

Your individual settlement amount is based on a formula that took into consideration a number of factors, including your length of employment as a Corizon Nurse within the relevant time period; the number of shifts and weeks worked and individual pay records during this period; and the claims asserted in the lawsuit. Considering these factors your individual settlement amount was calculated, and is free and clear of attorneys' fees and litigation costs. **This means that you do not owe the lawyers any money by submitting or sending in the Claim Form, and the approximate gross amount listed above (less any applicable taxes) is yours if you choose to participate.**

**You will have 180 days to cash your settlement checks after they are issued.** Any uncashed checks will be voided after 180 days and your amount will be sent to Missouri Legal Aid. After 180 days you will no longer be able to receive your funds. It is important you inform the Settlement Administrator if you have made a claim, but have not received your check.

### 6. WHAT ARE THE PROCEDURES FOR PAYMENT?

- A. If you submit a timely Claim Form, and do not submit a valid and timely Opt-Out Request, the amount of your settlement award will be calculated by the Settlement Administrator and paid by check after the Settlement is given final approval by the Court. The checks will be mailed by the Settlement Administrator and will remain valid and negotiable for 180 days from the date of issuance. After those 180 days expire, the checks will become void. **In order to receive a settlement check you must submit a claim on or before May 9, 2022.**

- B. If the Court approves the Settlement, and all other conditions of the Final Settlement Agreement and Release are satisfied, a portion (50%) of your settlement payment will be reported as wages for tax purposes and you will receive an IRS Form W-2 for this portion of the payment. Tax withholdings for wage payments will be deducted from your check amount. The second portion of your settlement will constitute payment for alleged liquidated damages and will be reported on an IRS Form 1099. You shall be solely responsible for the payment of any local, state, or federal taxes resulting from, or attributable to, the payments received under the Settlement. If you have any tax-related questions, you should consult a tax preparer.
- C. In order to be able to send you other mailings regarding the Lawsuit, it is important for the Settlement Administrator to have your current address. You should contact the Settlement Administrator to report any change of address after you receive this Notice. Failing to report a change of address may result in you not receiving your share of the money paid under the Settlement.

## 7. ATTORNEYS' FEES, COSTS, AND SERVICE AWARDS

Plaintiffs' Counsel are asking the Court to award them fees in the amount of \$183,333.33 and reimbursement of costs in the amount of \$54,455.53. These fees and costs payments will be subject to the Court's approval. ***Please note, these amounts have already been deducted from the total amount of the Settlement and your approximate gross amount listed above will not be subject to any further reductions for attorneys' fees or costs.***

The basis for this request is stated in Plaintiffs' Motion for Preliminary Approval of Settlement and Attorneys' Fees and Costs. If you would like to see that Motion for Preliminary Approval of Settlement and Attorneys' Fees, you may request a copy from the Settlement Administrator.

In addition, the Plaintiffs who filed the Lawsuit, and other Correctional Nurses who appeared for depositions, intend to seek service awards from the Court in a total amount of \$17,000 (\$5,000.00 for each of the three Named Plaintiffs, (class representatives) and \$1,000.00 each for the two additional Plaintiffs who were deposed) for their service and work helping the attorneys prepare the case for trial. ***Again, these amounts have already been deducted from the total amount of the Settlement and your approximate gross amount listed above will not be subject to any further reductions for service awards.***

You may object to the terms of the Settlement and/or to the Plaintiffs' Counsel's request for attorneys' fees and costs, and/or to the service awards referenced above. The process for making an objection is described below at Paragraph 9, Option D.

## 8. APPROVAL OF THE SETTLEMENT AND FAIRNESS HEARING

The Settlement is subject to Court approval and satisfaction of all conditions set forth in a Settlement Agreement and Release filed with the Court. Class Counsel and Corizon's counsel will jointly ask the Court on, or before, June 22, 2022, to finally approve the Settlement. The Court will hold a hearing to determine if the Settlement is fair, reasonable, and adequate and should be approved. ***You are not required, or expected, to attend the hearing, but have the opportunity to do so if you choose.***

The final approval hearing will be held **June 22, 2022, at 9:30 a.m.** at the United States District Court for the Western District of Missouri, Charles Evans Whittaker U.S. Courthouse, 400 E. 9th Street, Kansas City, MO 64106, Courtroom 7B.

If the Court approves the Settlement, and if all conditions set forth in the Settlement Agreement and Release are satisfied, the Settlement Administrator will issue payments pursuant to the settlement.

If the Court does not approve the Settlement, the case will proceed as if no settlement was attempted. If the Settlement is not approved, there can be no assurance you will recover the approximate gross amount provided for in the Settlement, or anything at all.

## 9. YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT

You may: (a) submit a Claim Form, (b) do nothing, (c) exclude yourself from (“opt-out”), and (d) object to the Settlement.

**Option A: Submit a Claim Form, obtain your portion of the Settlement and your rights to pursue claims about your wages under state law.**

If you choose to submit a Claim Form, you will receive your settlement check and you will release your rights to pursue claims brought in the Lawsuit regarding your wages under state law.

To submit a claim, on or before May 9, 2022, submit the enclosed Claim Form by mail at Fritz v. Corizon Health, Inc. Settlement Administrator, c/o CPT Group Inc., 50 Corporate Park, Irvine, CA 92606 or online.

**Option B: Do nothing, receive no portion of the settlement, and release your claims regarding your wages under state law.**

If you choose to do nothing, you will not receive a payment under the Settlement, and your rights to pursue any claims regarding your wages brought under state law will be released. You will retain any rights you have to sue under federal law.

**Option C: Reject a payment under the Settlement and opt-out of the Lawsuit.**

If you opt-out of this Settlement, you must provide written notice to the Settlement Administrator indicating you want to “opt out.” Your written notice to that effect must be submitted to the Settlement Administrator and postmarked or received by **May 9, 2022, at 5:00 p.m.** Central Time. If you timely opt-out of the Settlement, you will not recover anything under the Settlement, but you will retain any rights you may have to pursue any claims under the FLSA and state law, subject to the applicable statutes of limitations.

**Option D: Object to the terms of the settlement.**

If you do not opt-out of the Settlement, you may object to its terms. If you object and the Settlement is approved, your rights to pursue any claims regarding your wages under state law will be released. In order to object, you may, but need not, enter an appearance through counsel of your choice. If you retain your own counsel, you will be responsible for your own attorneys’ fees and costs. If you do not retain your own counsel, you may appear on your own behalf.

If you object to the Settlement, you must timely file and serve a short and plain written statement of your objection (“Notice of Objection”) by the close of the Claims Period May 9, 2022, with a copy to Class Counsel and Defendants’ counsel. The Notice of Objection should state: (i) the full name, address, telephone number, and last four digits of the Social Security Number of the person objecting; (ii) the basis for the objection, and (iii) a reference to Case No. 6:19-cv-03365-SRB. If you do not timely make an objection in this manner, the Court may decide you have waived all objections, and you may not be heard, or have the right to appeal approval of the Settlement.

## 10. SCOPE OF RELEASE

If you return a Claim Form, and you do not opt out of the Settlement, you consent to be a Claimant in the Lawsuit and to participate in the Settlement. In exchange for your settlement payment, you agree to release and waive all state law claims arising from the facts alleged in the Lawsuit through March 9, 2022.

## 11. YOUR RESPONSIBILITIES

It is your responsibility to keep the Settlement Administrator and Class Counsel informed of any change of address. You must act within the time periods set out in this Notice. The time periods will be strictly enforced. Failing to carry out any of these responsibilities could result in you not receiving a payment under the Settlement. **Note: You should keep proof of**

**submitting, or returning, the Claim Form in a timely manner, including a return receipt request.** You may confirm receipt of your Claim Form with the Settlement Administrator.

## 12. QUESTIONS REGARDING THIS NOTICE

If you have any questions about this Notice, you can contact the Settlement Administrator, CPT, at 1-888-281-3974 or by emailing your question to [corizonhealthsettlement@cptgroup.com](mailto:corizonhealthsettlement@cptgroup.com).

## 13. LEGAL COUNSEL

**Class Counsel in this matter are as follows:**

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